Supreme Court, U.S.
FILED
971742 APR 28 1998
OFFICE OF THE CLERK

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1997

CATHERINE P. DORSEY - PETITIONER

VS.

JOHN B. DORSEY - RESPONDENT

ON PEITION FOR A WRIT OF CERTIORARI TO

SUPREME COURT OF NEW JERSEY

PETITION FOR WRIT OF CERTIORARI

Catherine P. Dorsey
74 Old Post Road
Freehold, NJ 07728
(732) 863-9042

69 pp

QUESTION(S) PRESENTED

Did Defendant make out a prima facia showing of changed circumstance to warrant a modification of the child support?

Should the decision of the trial judge be reversed because of the judge's failure to make findings of fact and conclusions of law to support the order of modification, especially since the Judges were lied to?

Shouldn't I have been entitled to discovery, especially since there were material issues in dispute?

Did the Trial Judge err?

LIST OF PARTIES

[X] All parties appear in the caption of the case on the cover page.

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TABLE OF AUTHORITIES CITED

CASES	PAGE NUMBER
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Berkowitz vs Berkowitz	55 NY 564 (1970)
Hallberg vs Hallberg	113 NJ Super 205 (APP Div. 1971)
Innes vs Innes	225 NJ Super-24 at page 248, affirmed in part at 117 NJ 496
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STATUTES AND RULES

R1:7-4
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R 4:49-2

OTHER

There was unlawful taking of my property.

IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1997

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

[x] For cases from **state courts:**

The opinion of the highest state court to review the merits appears at Appendix A-2 to the petition and is Supreme Court of NJ 44,534, Catherine P. Dorsey, Plaintiff v John B Dorsey, Defendant.

The date on which the highest court decided my case was January 28, 1998.

The opinion of the highest state court to review the merits appears in Appendix A-6 to the petition and is Superior Court of NJ, Appellate Division A-6044-96T2, Catherine P. Dorsey, Plaintiff vs Lehman Brothers ETAL.

The date on which the highest court decided my case was April 15, 1998.

The opinion of the highest state court to review the merits appears in Appendix A-1 to the petition and is Supreme Court of NJ, Case #44534, Catherine P. Dorsey, Plaintiff v. John B. Dorsey, Defendant.

The date on which the highest court decided my case was December 16, 1997.

The opinion of the highest state court to review the merits appears in Appendix A-3 to the petition and is Superior Court of NJ, Appellate Division, Case #A676095T1, Catherine P. Dorsey, Plaintiff v. John B. Dorsey, Defendant.

The date on which the highest court decided my case was May 28, 1997.

The opinion of the highest state court to review the merits appears in Appendix A-5 to the petition and is Superior Court of New Jersey, Appellate Division, Docket #A676095T5, Catherine P. Dorsey, Plaintiff v. John B. Dorsey, Defendant.

The date on which the highest court decided my case was June 24, 1997.

The jurisdiction of this Court is invoked under 28 U.S.C.§ 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

I have been denied due process of the 5th and 14th Amendments.

There is conspiracy in this case which the law punishes.

I respectfully pray this Writ of Certiorari be issued in the hope of protecting children of divorce who are discriminated against financially. They should not be subject to the bitterness and constant complaints regarding money many parents put them through.

Children of divorce should be protected from fear mongering.

STATEMENT OF THE CASE

The N.J. Appellate Court has entered a decision in conflict with the decision of another Court of N.J on the same important matter.

My divorce agreement stated John Dorsey was to pay $1,600 per month, which sum was for unallocated support. It was to continue until the youngest son was emancipated, at which time it was to terminate.

John Dorsey presented to the Court, 3/14/96, the letter from Fauver, his employer, dated 2/12/96 (A-13). The letter stated he lost his job. We went to Judge Gelzer's Court on 3/22/96. John Dorsey lied to the Court. He never told the Court about the two companies he owned or the $28,000 he agreed to pay in alimony for his fraudulent divorce, 2/21/96. He told the Court he lost his job and would only make $30,000 in 1996, instead of $130,000. He did not tell the Court about the second Fauver letter dated 2/19/96 which states John Dorsey elected to change his job instead of being fired (A17).

Judge Gelzer ruled John Dorsey had changed circumstances and cited Lepis vs Lepis, 83 New Jersey 139. I presented the case to the Appellate and Supreme Courts of N.J. and they confirmed Judge Gelzer's decision. John Dorsey never filed any papers in the Appellate or Supreme Courts. There are also other Fauver letters that give conflicting information (A 11, 12).

The employer, Fauver, that wrote the letter told me on the phone there was no such letter in Fauver's file and John Dorsey quit. The Vice President of Fauver, James Cunningham, who signed the letter, was in business with John Dorsey in another company, ADL Technologies, Inc. since 1992 (A 19). John Dorsey also incorporated another company, Aqua All Inc. (A 23) on January 30, 1996 with his wife, Lana Dorsey. They fraudulently divorced 2/21/96

(A 21). All this before we went to Court on 3/22/96.

My divorce agreement made no provisions for reduced child support as each child became emancipated. It did not change after the first or second son. All of the alleged circumstances were envisioned and dealt with in the agreement. See Berkowitz vs. Berkowitz, 55 N.Y. 564 (1970). The Court never considered the relevant facts which are enunciated in NJSA A:34-248 NJ Super 642 at page 647.

The circumstances of the defendant, in many instances, raises a serious question of fact. See Hallberg vs. Hallberg, 113 NJ Super 205 (APP Div. 1971). The Court rules mandate a finding of fact by the Trial Court R1:7-4. All of his information was presented and ignored. See Innes vs. Innes, 225 NJ Super-242 at page 248, affirmed in part at 117 NJ 496. The conclusions of Judge Gelzer and the Appellate and Supreme Court flies in the face of the evidence. Judge Gelzer also stated he did not receive my CIS or doctor's letters. This is contrary to the record.

I have been denied due process of the 5th and 14th amendments. I am not supposed to lose my legal contract received by Court Order, without due process. I could not get one thing answered in any court. Every question went without response. I have been stonewalled at every juncture.

I brought suit against the companies that lied for John Dorsey in front of Judge Feldman. It was illegally dismissed there also, without discovery process. I was not given a reasonable opportunity to present material pertinent to a summary judgement motion, R.4:6-2. The responses to produce from the defendants were due April 18, 1997. They were not received. The defendants filed a motion to dismiss to confuse litigation and avoid discovery demands. The defendants should not have been entitled to

an audience in the court after they refused to comply with discovery.

The defendants, Lehman Bros. Inc ETAL lied to Judge Feldman. They told him Judge Gelzer did not have the letter of Feb. 12, 1996 so no harm, no foul. They also told the Judge I received alimony. I never did. They also said John Dorsey pays for college. He has not paid a penny for Brian at The Citadel. Judge Gelzer had the letter and relied on it. Judge Gelzer's decision is clear in the transcript, the defendant "lost his job" and "does not anticipate earning more than $30,000 in 1996" (A 32).

Judge Feldman dismissed the case. Judge Feldman was given erroneous information. A summary judgment should never be granted when discovery is outstanding. See Monmouth Lumber Co. 21 NJ 439. The letter of Feb. 12, 1996 is the same as a weapon used against me. (A13)

I was stopped by all Courts from submitting evidence to prove my case. There is serious factual issue whether defendants Lehman Bros. had standing, since it is not the entity authorized by our Judicial System. As a matter of public policy, Summary Judgment should not be used to enforce any illegal transaction. That violates our criminal laws and federal laws. Material, as defined by the Court, includes statements having a natural tendency to affect, even slightly, the decision of the Judge. Federal Perjury Statute punishes lies about material matters. The piece of evidence that is material is the destructive letter of Feb. 12, 1996 used against me. In this case there is great fault in the facts.

I took the Lehman Bros. case to the Appellate Court. They ruled against Judge Gelzer and found the case with John Dorsey was not Lepis v Lepis, 83 New Jersey 139 as the change was temporary. There are two different opinions by different Judges. My legal contract should not have been taken away from me.

John Dorsey filed bankruptcy 12/96. He incorporated Aqua All on 1/30/96. He divorced 2/21/96.He lied in Judge Gelzer's Court 3/22/96 to get out of child support payments. He was V.P. of ADL since 1992. ADL sent checks to Lana Dorsey to hide income due John Dorsey. By doing this ADL aided John Dorsey in his false bankruptcy (See A 25). The fraudulent divorce was to move John Dorsey's assets to Lana Dorsey to protect them from bankruptcy.

J.N. Fauver owns ADL Inc. The pictures on (A 49, 50) shows where John Dorsey gets his mail. You can see Fauver was listed. The companies are all inter-owned, intermingled and have condoned the conduct which has lead to my damages. There was some purpose in setting John Dorsey up as bankrupt, but it is in the knowledge of the defendant.

I have come to the Supreme Court of the United States because I have two different Judges with different decisions on the same case. Also, it is my sincere hope that this can be used to make a difference in the law. I believe the lower courts have erred -- R:4:49-2.

My son graduates from The Citadel in May. Whatever happens will not affect me. I know the fear factor mothers and children of divorce are forced to live with. There were long periods of time there was no money and you always knew, as my sons also knew, you had no control of it.

I would like to see children of divorce not having to live with fear over money. I believe all children should grow up knowing they will be financially provided for. There are over 50% of marriages ending in divorce. There are many children living with that constant fear over money. It is not the childrens' fault. When they see the homes with a father and mother there is not the bitterness of supporting their children that most children of divorce

live with.

I realize we have laws that protect children as to child support. However, I have been fighting in the courts for two years. I am bringing this to your attention so you can see it is not so easy. The problem is companies and business partners lie to protect their employees because they, the companies, do not want to be sued. I have been told by numerous mothers through the years how they were cheated because of lies of their former spouses and employers supporting them.

I have submitted a new law to the legislature to prevent employers and business partners from supporting false information (A 28, 29). In summary, it would free employers from any lawsuits if they tell the truth where child support is concerned. You can see in my case these big companies were lying to protect John Dorsey, but mostly to protect themselves. This type of a law would also help children whose parents work off the books. The mothers can't turn them in because the employer would never admit it and the former spouse would punish them by giving them nothing. Again, it is the fear factor.

Usually the taxpayer is paying for these children. These employers should be asked to tell the truth about the employees where child support is concerned. They could issue the employee a 1099. The employer is out of it, no punishment for the employer if he tells the truth. If employers continue to lie the punishment should be extreme. Eventually the cheats would know no employer would back them in their lies because they won't have anything to lose from it. This would benefit employers and children. The only losers would be the cheaters.

There was a time when many people thought nothing of driving drunk. Now everyone knows a license is a privilege. Because the laws on drunk driving have become stricter, it is respected more. No one wants the

punishment, so they do the right thing. Having a child is a privilege and a responsibility. If the law makes it harder for the parents who do cheat the system, the responsibility of parenthood would be taken more seriously. The best way to control it is through the employer.

There is growing public intolerance for supporting other parents' children. I know this is not a perfect answer but making parents more responsible would help. If the mothers know they have a very good chance of getting the employer to cooperate in telling the truth, they can do something legally to help their children without the fear factor.

When your children are young and you are so busy with raising them and working, there is no time to pursue something like this. Even for me now, this has been a difficult experience, and very expensive. Coming to the Supreme Court is as far as I can go. Now it is up to the highest Court in our country.

I ask you to read Judge Feldman's transcript (A 41). I want to point out the disdain the Court has for Family Court. This is not against Judge Feldman. I bring it to your attention because I believe it is a problem in our society. We are at a point where we can accept alternate lifestyles with respect. But you can see even in our courts, the stigma on Family Court, whose purpose is to protect America's children of divorce, is still there.

Let's give children of divorce the protection they need without the fear mongering. We can let the tobacco companies off with immunity from lawsuits. Let's do the same for employers where child support is concerned. If we can give children of divorce security they will grow up and give the same to their children. There will be so much less stress for these children. The parent paying the support would take more of an interest in their children if they knew they could not get out of paying. Many parents don't

bother with their own children so they don't have to deal with it.

What I am asking this Court to rule on affects numerous children. Let's stop the suppression of children of divorce.

John Dorsey has used the Court for personal gain through fraud and perjury.

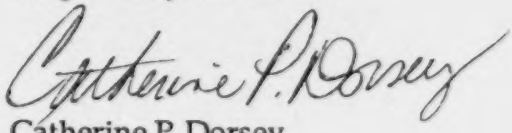
Making those responsible accountable for their actions may prevent the same thing from happening to others.

There are certain unchanging values like honesty that our legal system stands for.

I ask for due process -- my day in Court. This case is an abuse of power. My civil rights have been denied. This has taken great effort, however I believe in our legal system.

"Justice Wins Out in the End."

Respectfully submitted.



Catherine P. Dorsey

"Let us have faith that right makes might; and in that faith let us to the end dare to do our duty as we undersand it."

REASONS FOR GRANTING THE PETITION

What happened was illegal. My legal contract should not have been taken from me.

There should be no Summary Judgement when discovery is outstanding.

There are two Judges from different Courts who have entered conflicting decisions on the same important matter.

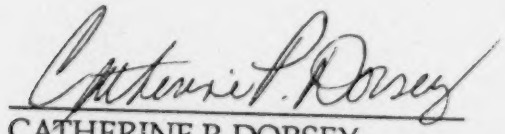
The defendant committed fraud and perjury on the Court. Usurping our Judicial System for personal gain through fraud is illegal..

The Court ruled against its own guidelines.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



CATHERINE P. DORSEY

Date: April 28, 1998

SUPREME COURT OF NEW JERSEY
M-637 September Term 1997
44,534

CATHERINE P. DORSEY,

Plaintiff-Movant

V.

JOHN B. DORSEY,

Defendant

ORDER

Filed
Jan 28 , 1998
"s/Stephen W. Townsend"
Clerk

This matter having been duly presented the Court, it is ORDERED that the motion for reconsideration of the petition for certification is denied.

WITNESSETH, the Honorable Deborah T. Poritz, Chief Justice, at Trenton, this 27th day of January, 1998.

STEPHEN TOWNSEND
CLERK OF THE SUPREME COURT

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Stephen W. Townsend"

CLERK OF THE SUPREME COURT
OF NEW JERSEY

SUPREME COURT OF NEW JERSEY
C-136 September Term 1997
44,534

CATHERINE P. DORSEY,

Plaintiff-Petitioner

V.

ON PETITION FOR CERTIFICATION

JOHN B. DORSEY,

Defendant-Respondent

Filed
SEP 17, 1997
"s/Stephen W. Townsend"
Clerk

To the Appellate Division, Superior Court:

A petition for certification of the judgement in A-6760-95 having been submitted to this Court, and the Court having considered t he same;

It is ORDERED that the petition for certification is denied with costs.

WITNESSETH, the Honorable Deborah T. Poritz, Chief Justice, at Trenton, this 16th day of September, 1997.

STEPHEN TOWNSEND
CLERK OF THE SUPREME COURT

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Stephen W. Townsend"

CLERK OF THE SUPREME COURT
OF NEW JERSEY

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
A-6760-95T1

CATHERINE P. DORSEY

Plaintiff-Appellant,

-v-

JOHN B. DORSEY,

FILING DATE
APPELLATE DIVISION

May 29, 1997

"s/ Emille Cox", Clerk

Submitted: May 21, 1997 - Decided: May 29, 1997
Before Judges Baime and P.G. Levy.

On appeal from Superior Court of New Jersey,
Chancery Division, Monmouth County.

Rocco Ravaschieri, attorney for appellant

Respondent did not file a brief.

PER CURIAM

Plaintiff appeals a judge's decision modifying child support for their twenty-two year old son based on the Lepis standard of changed circumstances. While the parties agree in 1982 that the defendant would provide $1,600 unallocated support for their three children until the youngest was emancipated, the judge decided to reduce the amount to $300. The decision was based on the emancipation of the eldest two children, ages twenty-six and twenty-four, and the circumstances of the youngest

son, age twenty-one, who was attending his third college and had a 1.84 grade point average. The judge also denied defendant's application to deem the youngest son emancipated; defendant does not appeal this ruling.

We have thoroughly reviewed the record and considered plaintiff's arguments on appeal (defendant not having filed a brief), and we conclude that, as a matter of law, the decision of the trial court is based on findings of fact which are adequately supported by the record, and the issues raised are clearly without merit. R. 2:11-3(e)(1)(A) and (E).

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Stephen W. Townsend"

Clerk

ORDER OF MOTION

A-6760-45T5

CATHERINE P. DORSEY
vs
JOHN B DORSEY

SUPERIOR COURT OF NJ
APPELLATE DIVISION
DOCKET NO. A-006760-95T5
MOTION NO. M-006645-96
BEFORE PART: H
JUDGE(S): BAIME
LEVY

MOTION FILED: June 09, 1997 BY: CATHERINE DORSEY
ANSWER(S) FILED:

FILED	REC'D
APPELLATE DIVISION	APPELLATE DIVISION
JUN 24 1997	JUNE 24 1997
"s/Emille Cox"	"s/Emille Cox"

THIS MATTER HAVING BEEN DULY PRESENTED TO THE COURT, IT IS ON THIS 23RD DAY OF JUNE, 1997, HEREBY ORDERED AS FOLLOWS:

MOTION BY APPELLANT FOR RECONSIDERATION — DENIED (X)

SUPPLEMENTAL:

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Emille Cox"
Clerk

MON FM-29539-81

UMEG

FOR THE COURT:

"S/David S. Baime"
DAVID S. BAIME, J.A.D.

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
A-6044-96T2

CATHERINE P. DORSEY

Plaintiff-Appellant

v.

LEHMAN BROTHERS HOLDINGS, INC., SUNSOURCE L.P., J.N. FAUVER, INC., and JAMES CUNNINGHAM,

Defendants-Respondents

FILING DATE
APPELLATE DIVISION
APR 15 1998

"s/Emille Cox"
Clerk

Argued March 30, 1998 - Decided April 15 1998

Before Judges Landau and Collester.

On appeal from Superior Court of New Jersey, Law Division, Monmouth County.

Catherine P. Dorsey, appellant, argued the cause pro se.

Robert E. White argued the cause for respondents (Morgan, Lewis & Bockius, attorneys; Mr. White and Anthony E. Gay, on the brief).

PER CURIAM

Plaintiff Catherine P. Dorsey (hereinafter "plaintiff") appeals pro se from the grant of an R. 4:6-2(e) motion to

dismiss her Law Division complaint instituted against defendants Lehman Brothers Holdings, Inc.., Sunsource L.P., J.N. Fauver, Inc. (Fauver) and James Cunningham. Although denominated as a motion for judgment on the pleadings, our review of the records shows that matters outside the pleadings were presented to the court and not excluded. Accordingly, it was required that the motion be treated and disposed of as provided in R. 4:46 (summary judgment) and the parties given reasonable opportunity to present material pertinent to a summary judgment motion. R. 4:6-2.

The nine count complaint was brought against the previous employer (Fauver) of John Dorsey (Dorsey) plaintiff's former husband); Fauver's affiliated companies; and James Cunningham, Dorsey's immediate supervisor at Fauver. It alleged fraud, misrepresentation, negligent misrepresentation, tortious interference with contract, intentional infliction of emotional distress, breach of implied covenant of fair dealing, respondent superior liability, breach of duty to plaintiff, and conspiracy.

In 1996, Dorsey moved in the Family Part for termination of monthly unallocated support payments provided under the terms of the Dorseys' divorce judgment. It was based upon the asserted emancipation of all of his children, and changes in circumstances. That motion was partially granted by Judge Gelzer, who reduced support payments from $1,600 to $300 per month, with continuation of medical insurance for one son the court did not consider emancipated. We are informed that the Family Part order was affirmed by this court on a previous appeal by plaintiff.

In his oral opinion, Judge Gelzer said, in pertinent part:

> The Court is modifying the defendant husband's support obligation to $300 per month. Orders for support can be reviewed upon a showing of changed circumstances. See Lepis, 83 New Jersey 139.

> In the present situation, the husband has shown a prima fascia [sic] showing the circumstance has changed. Two of the three children have become emancipated. Furthermore, the plaintiff wife is earning a significant income as compared to the time the award was entered.
>
> The Court notes the plaintiff wife claims she is disabled and cannot work. However, the Court also notes that no documentation substantially was given which provided this Court with regard to her medical condition [sic].
>
> And no financial information was submitted until yesterday afternoon, which was well beyond the time, notwithstanding my affection for Mr. Ravaschiere [plaintiff's counsel]. That's what happened. To the Court showing that she is in need of the current support obligation [sic].

We note that Dorsey's certification in support of the motion also recited his loss of a job with Fauver, citing a February 12, 1996 termination letter from Cunningham. However, Dorsey also indicated that he continued to work, although anticipating a diminution in 1996 income. Such a temporary change in employment status did not, and could not, form the basis for Lepis' relief in the prior proceeding.

Our reading of Judge Gelzer's opinion conforms with the understanding expressed by Judge Feldman in his ruling on the motion to dismiss in this matter. The sole reasons given by the Family Part in finding a change in circumstances were the emancipation of two of the three children of the marriage, and the increase in the wife's earnings. In consequence, no damages could have resulted even if the fraud, tort and conspiracy allegations of the present complaint were to be substantiated. Judge Feldman

also correctly found that there were no showing sufficient to support a claim of intentional infliction of emotional distress. Plaintiff's arguments on appeal are clearly without merit. R. 2:11-3(e)(1)(E). She has not been injured by any of these defendants. If the circumstances warrant further Lepis relief in the matrimonial matter, an application to the Family Part by plaintiff is not precluded.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on file
in my office.

"s/Emille Cox"
Clerk

SECOND ADDENDUM

This is the Second Addendum to the Agreement dated July 26, 1980 between John B. Dorsey, residing at 378 Douglas Road, Roselle, New Jersey, hereinafter referred to as the "Husband" and Catherine P. Dorsey, residing at 74 Old Post Road, Freehold, New Jersey, hereinafter referred to as the "Wife".

The parties hereby agree as a Second Addendum to the Agreement as follows:

1. The husband shall pay to the wife the sum of $1,600.00 per month which sum is for unallocated support. In addition, the Husband shall pay for the oil and insurance expenses in connection with marital home. The $1,600.00 unallocated support shall continue until the youngest child is emancipated at which time it will terminate.

2. When the marital home is sold, out of the proceeds of the sale, the Husband shall be entitled to 25% and the Wife shall be entitled to 75%.

3. The Husband shall cooperate in converting the Blue Cross/Blue Shield insurance or whatever health insurance he may have, over to the Wife.

4. Although the Wife is not seeking alimony at this time she does not waive her right to alimony at some future time.

5. Except as modified herein, all other provisions of the agreement dated July 26, 1980 and the Addendum date May 26, ...

FAUVER
J.N. Fauver Company
1500 E. Avis Drive
Madison Heights, MI 48071
(810) 585-5252
Fax (810) 585-1183

June 24, 1996

To: Catherine Dorsey

From: Charles R. Dale

Pursuant to our phone conversation this date, please be advised that Mr. John B. Dorsey is not now, nor has been since March 1, 1996, an employee of the J.N. Fauver Company.

Signed:

"s/Charles R. Dale"

Charles R. Dale
Vice President

FAUVER
J.N. Fauver Company
1500 E. Avis Drive
Madison Heights, MI 48071
(810) 585-5252
Fax (810) 585-1183

RECEIVED
SEP 10 1996'
LAW OFFICE
PAUL E. ZAGER

September 4, 1996

Mr. Rocco Ravaschiere
Law Offices of Paul E. Zager
Attorney at Law
78 Shrewsbury Avenue
Tinton Falls, NJ 07724

Re: John B Dorsey

Dear Mr. Zager,

In response to your letter to Ms. Beth Waters dated August 6, 1996, please be advised that Mr. John B. Dorsey was terminated from the employment of J.N. Fauver Company on March 1, 1996 in accordance with the letter from Mr. James Cunningham dated February 12, 1996.

This letter from Mr. Cunningham contains all the significant data relative to the separation and is in agreement with the terms and conditions set forth by Division management.

I trust this answers all the questions, and will put an end to the repeated calls from your client to several people in our organization regarding this matter.

Sincerely,

"s/Charles R. Dale"

Charles R. Dale
Vice President
Chief Financial Officer

DATE: 2/12/96

JOHN B. DORSEY
43 KING RD.
LANDING, NJ 07850

FAUVER
J.M. Fauver Company
601-P Hammond Ferry Rd.
Lindburgh, MO 21080
(416) 386-8837
Fax (610) 636-9384

DEAR JOHN:

THIS IS A TOUGH LETTER TO WRITE – PARTICULARLY WHEN WE HAD SUCH AN OPTIMISTIC VIEW OF THE FUTURE AND THE FUTURE GROWTH OF FAUVER IN THE NORTHEAST.

I REGRET TO TELL YOU THAT SDI THROUGH FAUVER HAS DECIDED NOT TO CONTINUE FUNDING GROWTH IN THE NORTHEAST. THEY WILL RETAIN THE BALTIMORE OFFICE BUT WILL CLOSE DOWN THE BOONTON, N.J. OFFICE AND WILL NO LONGER NEED OR SUPPORT FAUVER PEOPLE INTHE NORTHEAST.

YOU HAVE DONE A GREAT JOB AND I APOLOGIZE FOR HIRING YOU AWAY FROM YOUR FORMER POSITION TO JOIN FAUVER'S GREAT EXPANSION ON THE EAST COAST.

JOHN, YOU WILL BE PAID THROUGH MARCH 1 (THIS IS A LITTLE MORE THAN 2 WEEKS SEVERANCE). YOU WILL NOT RECEIVE ANY VACATION TIME SINCE YOU HAVE NOT ACCRUED ANY THIS YEAR. YOUR BENEFITS (MEDICAL, DISABILITY, LIFE INSURANCE, ETC., WILL CONTINUE THROUGH THE END OF MARCH. PLEASE CONTACT SARA D'LUGE AT FAUVER IN MADISON HEIGHTS IF YOU HAVE ANY QUESTIONS REGARDING BENEFITS OR WISH TO CONTINUE MEDICAL COVERAGE THROUGH THE COBRA PLAN.

I WILL WORK CLOSELY WITH YOU TO CLOSE THE BOONTON OFFICE AND TRANSFER ITS CONTENTS TO BALTIMORE. YOU WILL HAVE TO TURN IN YOUR

CAR ON FEB. 29 ALONG WITH TELEPHONE AND GAS CREDIT CARDS. ALSO, P LEASE RETURN ANY CUSTOMER FILES YOU MAY HAVE ALONG WITH YOUR PRODUCT MASTER CATALOGS, PRICE BOOKS, SAMPLES (IF ANY) ETC.

THANK YOU FOR ALL THE HARD WORK AND LONG HOURS. UNFORTUNATELY WE WERE UNABLE TO CONVINCE "CORPORATE" WE WERE VIABLE. I SINCERELY HOPE THIS WILL NOT AFFECT OUR LONG FRIENDSHIP AND HOPE TO SEE AND TALK WITH YOU OFTEN.

IF THERE IS ANY WAY IN WHICH I CAN HELP YOU PLEASE LET ME KNOW. YOU AND I HAVE MANY OF THE SAME CONTACTS SO I WISH YOU WELL IN YOUR JOB HUNT. GOOD LUCK!

SINCERELY,

"s/James Cunningham"

JAMES CUNNINGHAM
ATLANTIC REGIONAL MANAGER

ADL
TECHNOLOGY, INC.

DATE: 12/2/96

TO: FRANK BRAYTON

FROM: JOHN CUNNINGHAM

RE: JOHN DORSEY / OUR CONV. LAST WEEK

I SENT THE ATTACHED LETTER TO JOHN ON 2/12/96. COPY WENT TO YOU BY FAX.

WE (YOU INITIATED CONVERSATION) STARTED TALKING ABOUT "DOWN-SIZING" THE ATLANTIC REGION IN EARLY FEB. YOU ASKED FOR A PLAN BY 2/8 (I KNOW BECAUSE I WAS IN PUERTO RICO ON A BUSINESS TRIP FOR FAUVER – PREMSCO, INC). YOU SAID WE MUST CUT THE NORTHERN AREA OF THE ATLANTIC REGION (JOHN & ME0.

WHEN I WROTE THE LETTER TO JOHN ON 2/12 HE WAS UNAWARE FEB. WAS HIS LAST MONTH WITH FAUVER. HE AND I SPOKE INFORMALLY ABOUT ADL TECHNOLOGY HE WAS UNSURE WHAT HE WANTED TO DO AND INDICTED HE HAD OTHER OPPORTUNITIES HE WANTED TO PURSUE BEFORE MAKING UP HIS MIND.

SINCE I HIRED JOHN (JAN. '96) *(ctually hired Jan. '95)* IT WAS MY OBLIGATION TO FIRE HIM. (SEE ATTACHED).

AROUND MID FEB. JOHN DECIDED TO GIVE ADL A TRY – SEE MY LETTER OF 2/19 TO THE ATLANTIC REGION INFORMING THEM OF THIS. ALSO, SEE MY LETTER OF 2/20 TO CHUCK DALE CONFIRMING OUR STATUS.

NEITHER ADL (NOR FAUVER) ARE IN ANY WAY INVOLVED IN THE DISPUTE BETWEEN JOHN AND

HIS FORMER WIFE. ALL MY (ADL) ENERGIES WERE DIRECTED AT MAKING THE TRANSITION FROM FAUVER TO ADL AND INSURING THE SUCCESS OF ADL. JOHN IS AN EMPLOYEE OF ADL AND HAS NO OWNERSHIP POSITION.

IF YOU HAVE ANY QUESTIONS PLEASE CALL. THANK-YOU AGAIN FOR THE PAST SUPPORT. WE ARE DISAPPOINTED SDI HAS ELECTED TO "PULL THE PLUG". THIS MAY JEOPARDIZE ADL'S FUTURE.

REGARDS,

"s/Jim Cunningham"

JIM CUNNINGHAM

Corporate Headquarters: 44 Dawn Lane, P.O. Box 871, Suffern, NY 10901 Tel: 914-369-8401 Fax: 914-357-9618

Branch Office: 131 Landing Road, Landing, NJ 07850 Tel: 201-398-3966 Fax: 201-398-7217

DATE: 2/19/96
TO: ATLANTIC REGION/ALL
FROM: JIM CUNNINGHAM AND JOHN DORSEY
RE: "CHANGES IN THE ATLANTIC REGION" EFFECTIVE 3/1/96

FAUVER
J.N. Fauver Company
605 Main St., PO Box 150
Boonton NJ 07005
(800) 328-2805
Fax (201) 299-6200

WE ARE SURE THAT BOB HAS FILLED YOU IN BUT JOHN & I FELT A NEED TO SUMMARIZE OUR POSITION AND THE FEELINGS WE HAVE FOR THE WELL-BEING & CONTINUED GROWTH OF BR #15 AND ITS EMPLOYEES.

LAST WEEK FAUVER DECIDED TO REDUCE OUR BUDGET FIGURE FROM $2.27 MIL SALES TO $1.6 MIL. OBVIOUSLY, THIS REDUCED AVAILABLE REVENUE TO SUPPORT A PROFITABLE BR #15 OPERATION.

JOHN DORSEY & I ELECTED TO CHANGE OUR RELATIONSHIP WITH FAUVER WHILE STILL WORKING WITH FAUVER AND ROUTING ALL OUR ORDERS THROUGH BALTIMORE. THIS SEEMED TO BE THE ONLY "VIABLE" SOLUTION. WE WILL BECOME "INDEPENDENT REPRESENATIVES" AND HAVE FORMED A SEPARATE COMPANY (WE WILL STILL IDENTIFY OURSELVES WITIH FAUVER WHEN WORKING WITH FAUVER CUSTOMERS AND IN MANY CASES, THE END CUSOTMER WILL NOT BE AWARE OF THE CHANGE).

IT DOESN'T TAKE A ROCKET SCIENTIST TO REALIZE THAT $1.8 ML DIVIDED 4 WAYS IS $400K/MAN. JOHN & I ARE CONFIDENT WE CAN "CONTRIBUTE" AT LEAST $150K EACH. IT WILL BE IMPERATIVE THAT KEN & CARTER DO THE SAME ADDITIONALLY. THERE WILL BE SOME "HOUSE" BUSINESS AS WELL AS SOME ACCOUNTS COVERED BY BOB & JOHN HARGREAVES. IT WILL BE ABSOLUTELY NECESSARY

THAT ALL OF US COMMIT TO THE #'S WE HAVE PROJECTED -- IF SO, BALTIMORE WILL PROSPER AND ALL OF YOU (AS WELL AS JOHN & ME) WILL MAKE A LOT OF $.

BOB ADAMS IS IN CHARGE OF BR #15 AS WELL AS THE ATLANTIC REGION. HE WILL SET POLICY, DETERMINE BONUS PLANS, ETC. JOHN & I WILL ALWAYS BE HERE TO HELP IF YOU CANNOT OBTAIN ASSISTANCE FROM ANOTHER SOURCE WITHIN FAUVER. HOWEVER, SINCE WE ARE NOT FAUVER EMPLOYEES AND DRAW NO EXPENSE $ WE MUST PUT OUR EFFORTS INTO GENERATING SALES FROM OUR OWN ACCOUNTS.

BOTTOM LINE: JOHN & I TOOK A 50% CUT IN PAY AS WELL AS ELIMINATION OF ALL EXPENSES & BENEFITS. WE DO THIS WILLINGLY IF IT WILL LEAD TO A STRONGER BALTIMORE OPERATION AND THE CONTINUED WELL-BEING OF THOSE PEOPLE ASSOCIATED WITH BALTIMORE. PLEASE WORK HARD AND SMART -- WE DON'T WANT THIS "SACRIFICE" TO HAVE BEEN NEEDLESS.

REMEMBER ONE THING -- FAUVER IS A STRONG, GROWING COMPANY. FRANK IS COMMITTED TO THE ATLANTIC REGION BUT WE NEED TO PRODUCE RESULTS. THE "LEARNING CURVE" IS OVER. USE THE FAUVER ASSETS (ENGINEERING, INVENTORY, MFG., ETC.) AVAILABLE TO YOU. YOU ALL HAVE A BRIGHT FUTURE AND WE WANT TO SEE FAUVER AS A DOMINANT FACTOR ON THE EAST COAST IN THE YEARS AHEAD. GOOD LUCK.

JOHN & JIM

new and updated experience into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

FINANCE
07/30/96 As of July 30, 1996, a search of Dun & Bradstreet's Public Record Database found no open suits, liens, judgments or UCC's to which Adl Technology, Inc. at 44 Dawn Lane, Suffern, NY was a named defendant or debtor. Public records received hereafter will be entered into the Database and will be included in reports which contain a Public Filings section.

HISTORY
07/30/96

JAMES C. CUNNINGHAM, PRES-CEO
HOWARD J. WHITE, TREAS
JOHN B. DORSEY, V PRES ENGINEERING
WILLIAM A ZUCKER, ESQ., CLERK & LEGAL COUNSEL

DIRECTOR(S): THE OFFICER(S)

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 10/25/1996:

BUSINESS TYPE: Corporation - Profit
DATE INCORPORATED: 08/25/1992
STATE OF INCORP: New York

Business started 1992 by officer.
Stock ownership is determined.

JAMES C CUNNINGHAM. W.P. 1966 BS engineering. Pilot & engineer (AMC) US Army 1966-1971. EDS (NY) 1971-1972. Airoyal Co 1972-1989. Purchases Airoyal 1983. President & owner Stewart-Hunt 1983-1986. V.P. Lehigh 1990-1993. Group VP Fauver Co 1994-1996. Board of Directors Premsco (.P.R.) and Vitronics Inc (N.J.)

JOHN B. DORSEY. Queens College (NYC) & Academy of Aeronautics (Engineering). Designer on site for Pulp Mills in Egypt, Greece & various US sits. Hyd. & Pneumatic applications Eng. Sr Process Design Engineer for Scharfer Brewery, Lummus Construction (Ang project). Foster Wheeler (Mobil Oil Project), Scientific Design (Hess Oil) and Fluor Construction (Soho Refinery). Chief engineer for Airoyal Cyls 1991-1994. Applications engineer Fauver Co 1994-1996.

HOWARD J. WHITE. BS (Acctg) St. Peters College, MBA (Taxation) Pace University, Certified Public Accountant - NY extensive business experience in Big 8 accounting firms, Fortune 500 companies and small business.

WILLIAM ZUCKER. Yale undergraduate, Harvard Law. Partner Gadsby & Hannah (Boston).

OPERATION

07/30/96 Management consulting services

FILED
FEB 21 1996
Barbara Zucker - Zarrett, J.S.C.
Judge's Chambers
Morris County
Courthouse

KANENGISER & KALISH ESQS.
50 North Beverwyck Road
Lake Hiawatha, New Jersey 07034
(201) 299-8660

LAWRENCE H. KALISH, ESQS.
Attorney for Plaintiff

	:	SUPERIOR COURT OF
	:	NEW JERSEY
LANA DORSEY,	:	CHANCERY DIVISION:
	:	MORRIS COUNTY
Plaintiff,	:	FAMILY PART
	:	
vs.	:	DOCKET NO.: FM-14-000
	:	548-96
JOHN BARRY DORSEY,	:	
	:	Civil Action
Defendant.	:	DEFAULT JUDGMENT OF
	:	DIVORCE

This action coming on to be heard in the presence of Lawrence H. Kalish, Esq., attorney for and of counsel with the plaintiff, and JOHN BARRY DORSEY, *pro se* the Defendant, before Honorable "s/Barbara Zucker Zarret" on the 21st day of February, 1996, upon Complaint and upon proofs being taken in open court, and the court having considered the proofs in this action and the argument of counsel, and it appearing that defendant was duly served with Summons and complaint on November 7, 1995, failed to answer or otherwise appear, and that a default was entered by the Clerk of the Superior Court of New Jersey on February 13, 1996, and it appearing that the plaintiff and the

defendant were joined in the bond of matrimony on or about the 28th day of December, 1990, and that the defendant had been guilty of extreme cruelty against the plaintiff, as alleged in the Complaint, and that at the time the .....

FILED
FEB 20 1996
LONNA R. HOOKS
Secretary of State

CERTIFICATE OF INCORPORATION
Of
AQUA ALL, INC.

This is to certify that, there is hereby organized a corporation under and by virtue of N.J.S.14A:1-1 et seq., the "New Jersey Business Corporation Act."

14A:2-7 (1) (a)

1. The name of the corporation is AQUA ALL, INC.

14A:2-7(1) (g)

1. The address (and zip code) of this corporation's initial registered office is

175 Lakeside Boulevard, Suite 1531
Landing, New Jersey 07850

and the name of this corporation's initial registered agent at such address is

JOHN BARRY DORSEY

14A:2-7 (1) (b)

3. The purposes for which this corporation is organized are:

To engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act." N.J.S. 14A:1-1 et seq.

14A:2-7 (1) (b)

1. The first Board of Directors of this corporation shall

consist of 2 *Director(s) and the name and address of each person who is to serve as such Director is:*

Name	*Address*	*Zip Code*
JOHN BARRY DORSEY	43 KING ROAD LANDING, NJ	07850
LAURA DORSEY	43 KING ROAD LANDING, NJ	07850

14A:2-7 (1) (I)

6. *The name and address of each incorporator is:*

Name	*Address*	*Zip Code*
JOHN BARRY DORSEY	43 KING ROAD LANDING, NJ	07850
LAURA DORSEY	43 KING ROAD LANDING, NJ	07850

In Witness Whereof, each individual incorporator, each being over th age of eighteen years, has signed this Certificate; or if the incorporator be a corporation, has caused this Certificate to be signed by its authorized officers, th is 30th *day of* January 1996

"s/John B. Dorsey"
John B. Dorsey

"s/Lana Dorsey
Laura Dorsey

Debtor: *Dorsey, John Barry* Case No: _____

FILING OF PLAN

For Chapter 9, 11, 12 and 13 cases only.

PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS

Location Where Filed Case Number Date Filed

NONE

Relationship District Judge

REQUEST FOR RELIEF

Debtor requests relief under the U.S. Code tile 11 chapter specified in this petition.

SIGNATURES

Attorney

"s/Scott E. Tanne" Date: 12/16/96

Attorney: *Scott E. Tanne, Esq.*

INDIVIDUAL DEBTOR

I declare under penalty of perjury that the information provided in this petition is true and correct.

"s/John Barry Dorsey" DATE: 12/16/96

Debtor: *Dorsey, John Barry*

CORPORATE OR PARTNERSHIP DEBTOR

I declare under penalty of perjury that the information in this petition is true and correct and that I have been authorized to file this petition on behalf the debtor.

X_____

Signature of Authorized Individual

Name:

Title: Date:

* If the Debtor is a corporation filing under chapter 11, Exhibit "A" is attached and made a part of this petition.

TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS (See P.L. 98-353 s322)

I am aware that I may proceed under chapter 7, 11, or 12, or 13 of title 11, U.S. Code understand the relief available under such chapter and choose to proceed under Chapter 7 of such title. If I am represented by an attorney Exhibit "B" has been completed.

"s/John Barry Dorsey" DATE: 12/16/96
Debtor: *Dorsey, John Barry*

EXHIBIT "B"

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, U.S. Code, and have explained the relief available under such chapter.

"s/Scott E. Tanne" Date: 12/16/96
Attorney: *Scott E. Tanne, Esq.*

CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 USC 110)

I certify that I am a bankruptcy petition preparer as defined in 11 USC S110, that I prepared this document for compensation and that I have provided the debtor with a copy of this document.

Name of Bankruptcy Petition Preparer:

All Others who Assisted in Preparation:

X_____
Signature of Preparer

Failure to comply may result in fines or imprisonment or both. 11 USC S110; 18 SC S156

BEST AVAI

ADL TECHNOLOGY, INC.
P.O. BOX 270
FLORAL PARK, NY 11001

THE BANK OF NEW YORK
530 FIFTH AVENUE
NEW YORK, NY 10036
1-1/210 420

09662

10/25/96

PAY TO THE ORDER OF Lana Dorsey $***1,300.00

One Thousand Three Hundred and 00/100********** DOLLARS

Security feature included Details on back

A27

Lana Dorsey
43 King Rd.
Landing, NJ 07850

MEMO

Howard Juliette

⑈009662⑈ ⑆021000018⑆ ⑈6300152066⑈

ABLE COPY

NEW JERSEY GENERAL ASSEMBLY

DEPUTY SPEAKER
CLARE M. FARRAGHER
Assemblywoman, 12 District
Monmouth County
400 West Main Street
Freehold, NJ 07728
(732) 462-9009

COMMITTEES
APPROPRIATIONS
AGRICULTURE &
NATURAL RESOURCES

April 16, 1998

Catherine P. Dorsey
74 Old Post Road
Freehold, New Jersey 07728

Dear Mrs. Dorsey:

This is to acknowledge your letter regarding your suggestion for a new law that would help prevent employers and business partners from supporting false information about employment. I appreciate the time you have taken to bring this situation to my attention in the hopes of helping others.

I have written a letter to the Director of the Central Management Unit of the Office of Legislative Services asking him to review your letter and the feasibility of your idea. As soon as I hear from him , I will be in touch again.

Sincerely,

"s/Clare Farragher"

CLARE M. FARRAGHER
Deputy Speaker

CMF/jgd

CATHERINE P. DORSEY
74 Old Post Road
Freehold, NJ 07728
(732) 863-1021

March 25, 1998

Assemblywoman, Clare M. Farragher
12th District, Monmouth County
400 West Main Street
Freehold, NJ 07728

Dear Assemblywoman Farragher:

I am writing to you in the hope you would consider presenting a new law. The purpose would be to protect children of divorce. I have experienced myself the fraud and perjury that can happen in our courts. When a parent lies about his employment, income and gets away with it, it is damaging to children of divorce. The employers and business partners often back up the lie to protect themselves from being sued. When companies and business partners do this, it is against every mother and child in America.

I believe we need a new law that would give companies, employers, business partners, a one time chance to tell the truth with regard to child support, from their employees and associates. If they tell the truth they are exempt from any lawsuit regarding it. If they continue to lie they should be severely punished. A law like this would give mothers and their children a fair chance to get the truth. It would benefit the companies because I'm sure some of them may be used without their knowledge. I hope the courts will help families in this position by giving them a chance to get the truth. The lying that companies do to protect themselves from being sued has affected many children.

There are many parents that would lie about their

employment to get out of paying child support. They deliberately submit false documents to the Courts because they know their companies will back them up to avoid being sued.

In my case (still in the court) the father claimed he lost a job. He submitted a letter signed by his Vice-President verifying this. This V.P. and the father of my sons were in business together and I had information to support this. Another V.P. of the company told me he had quit and that he was not let go. However, they would not put it in writing.

Usurping of our Judicial System for personal gain through lying needs to be stopped where America's children are involved.

My son is just about finished, but maybe it would help other parents , male and female, protect their children by allowing them to obtain the truth from companies, employers and business partners.

The parents that do the lying would be less likely to do it, knowing their employers are not going to back up their lies. It would be in everyone's best interest if employers do not have to worry about being sued. It would also free up the courts from parents trying to use the system for their gain. Most of all, it would protect our children.

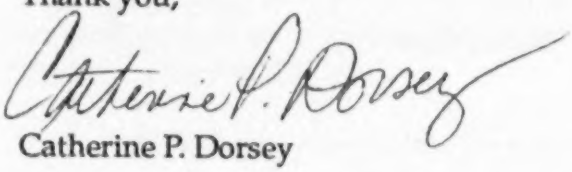
Children of divorce have enough to deal with. Usually the parent that tries to get out of paying financially also deprives their children emotionally. I can tell you from experience my sons would still love to have their father in their lives. It is painful for children to be forgotten by a parent. However, if there was a chance to consider this idea for a bill for legislation, it would be less painful financially.

When mine were young I was so busy working six shifts a week, busy with my sons' schedules, there was no time to consider something like this. There was also fear of my

former spouse. Now I'm 53, my youngest son is almost finished. Perhaps this is a way I can help other children. Also, I want my sons to see the seriousness of fatherhood. It is a poor example for our future parents to see fraud and perjury can be committed in our courts to get out of your financial responsibility. My sons, like many other children of divorce, have repeatedly seen their father cheat and get away with it.

I personally have spoken with many other mothers through the years who were not able to get the truth regarding the employment status of their former spouses. Also, I have spoken with employers regarding this idea. They would rather tell the truth, but at the risk of being sued, they won't. They do not want to hurt children, but they do not want to hurt themselves. This bill would help our children and the employers. It would truly be in everyone's best interest.

Thank you,



Catherine P. Dorsey

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
CHANCERY DIVISION - FAMILY PART
DOCKET NO. FM-29539-81

CATHERINE P. DORSEY,	:	
	:	TRANSCRIPT
Plaintiff,	:	
	:	Of
-vs-	:	
	:	DECISION
JOHN B. DORSEY	:	
	:	
Defendant.	:	

Place: Monmouth County Courthouse
Court Street
Freehold, New Jersey

Date: March 22, 1996

BEFORE

THE HONORABLE MILTON H. GELZER, J.S.C.

TRANSCRIPT ORDERED BY:

BERNARD H. HOFFMAN, ESQ. (Hoffman, Scheiber)

APPEARANCES:

ROCCO RAVASCHIERE, ESQ.
Attorney For the Plaintiff

BERNARD H. HOFFMAN, ESQ.
Attorney For the Defendant

TERRY GRIBBEN'S TRANSCRIPTION SERVICE
Theresa Gribben
111 SAND SPRING DRIVE
EATONTOWN, NEW JERSEY 0724
(908) 542-5282 FAX # (908) 389-3078

THE COURT: Thank you counsel. The plaintiff wife, Catherine Dorsey, and the defendant husband, John Dorsey, were married on October the 12th, 1964 and divorced on December 17, 1982. Three children were born of the marriage, Barry, age 26, Brandon, age 23, and Brian, now age 22.

Barry and Brandon are emancipated. The defendant husband is attempting to have Brian deemed emancipated. He claims that pursuant to the Judgement of Divorce, he pays the plaintiff wife $1,600 a month in unallocated support, as well as to provide hospital and medical insurance for the children.

He was also responsible for uncovered expenses and life insurance until the children were emancipated. He seeks a modification of the Judgement of Divorce claiming at the time of the Judgement of Divorce he was employed, and the plaintiff wife was not. He asserts she is now employed and earning income.

Additionally, he maintains two of the boys are clearly emancipated, and Brian should also be declared. So he asserts Brian is 22, currently a sophomore at The Citadel noting that this is his third college and that he will be 23 or 24 before graduating.

He claims there have been no major accidents or illness causing Brian's delay in schooling. He requests that he be declared emancipated, again.

He additionally requests his payments of $1,600 per month be terminated, noting that they are to end when the youngest child was emancipated. He maintains the plaintiff wife is totally rehabilitated and asserts changes of circumstances warranting modification to the Judgment of Divorce have occurred.

He further asks to be relieved of his other support obligations. He further claims he is undergoing difficulty in his employment, noting he was terminated by Delta Sales in December of 1994, but received a $40,000 insurance package.

He has begun a new job at $48,00 per year, with a one year $1,000 per month bonus. He admits he is entitled to bonuses but claims that he will no do enough sales to earn them.

He contends that these different payments make his 1995 income appear inflated, but his 1996 income will be based on the $48,000 base salary.

Additionally, he claims he is paying off student loans for the boys for a total of approximately $35,000. He asserts they should be responsible for their own loans.

Furthermore, he notes that he has spent almost $10,000 for Brian's auto and $4,100 for various miscellaneous expenses, as well as over $58,000 for tuition and medical expenses.

And in the supplemental certification, he contends that the plaintiff wife earned $41,661 from Prudential in 1995. He attaches a copy of the W2.

Additionally, he alleges she earns income from renting out a room in her home. He notes Jack Stelmeltsky (phonetic) -- I hope I got it right -- has a car registered at

her address, and he requests full disclosure concerning that resident.

Furthermore, he states that he recently lost his job and while he intends to seek further employment, he does not anticipate earning more than $30,000 in 1996.

On the cross-motion, the plaintiff wife asserts that the defendant husband was the one who pursued the divorce action. She admits she consulted with an attorney, but claims to have signed a property settlement agreement against his advice.

She contends the $1,600 per month support figure was suggested by the defendant husband. She notes he paid all the taxes for the unallocated support, and never attempted to modify the amount when the two oldest boys were emancipated.

The plaintiff wife alleges the defendant husband has not paid for medical and dental expenses of the children and requests he do so. She lists numerous expenses she has paid for the boys since the divorce, and notes she never requested an increase in support.

She claims the defendant husband was arrears on frequent occasions. Additionally the plaintiff wife claims she worked throughout the marriage except for a five year period, and that the defendant husband earned $38,000 at the time of the divorce.

She maintains Brian has had medical problems, noting he was born prematurely. She asserts Brian wanted to go to The Citadel, but the defendant husband encouraged him to Albright.

She claims that while he was there he had a chest infection and was in the hospital, which resulted in him missing a month -- months of school. She contends this

this forced him to drop out. He subsequently went to Brookdale and then transferred to The Citadel.

She alleges the defendant husband has not been supportive of the boys college education, noting he wants them to repay their own student loans.

Plaintiff wife admits working, but claims since December 1995 she has been under doctor's care and will be unable to pursue her occupation. She claims in March she applied for disability benefits and will only earn approximately $400 per week.

She requests documentation of the numerous payments the defendant husband claims to have made.

In reply the defendant husband notes the plaintiff wife has not filed a CIS in violation of R. 5:5-2, which is, of course, was done yesterday. But will not be relevant to my decision today.

He claimed the plaintiff wife's cross motion is brought in bad faith. He contends he has paid all the medical bills submitted to him. He further notes the plaintiff wife provides no documents to support her allegations.

He denies any knowledge of Brian's illness, and again notes she attaches no documentation. He claims Brian wishes to attend Albright and alleges he was never privy to any grades or transcripts, despite repeated requests.

He notes that he has not received any grades or transcripts from The Citadel or Brookdale as well. He maintains that he has been excluded from the college selection process. He claims they're estranged and Brian does not consult with him, whatever.

Everyone is taking note of Morse vs. Needus

(phonetic), that seems to be the buzz work nowadays when any of these cases come up. Even if it has no relevance, everybody uses it, because it's the newest expression in the Supreme Court.

He claims Brian is emancipated and that he should not be responsible for Brian's education costs at this time. He contends the plaintiff wife's disability is irrelevant for the present motion. He requests that the plaintiff wife not be rewarded additional monies for medical payments, noting that she supplies no specific amounts on exhibits.

With regard to life insurance, he notes the plaintiff wife has not addressed the issue in her certification.

With respect to the emancipation application, that I am denying without prejudice. A child is deemed emancipated when they should be self-supporting. In the present situation, Brian is not yet self-supporting, and the Court is not convinced that he should be at this time.

He is over 22 years old, is still in college. The Court recognizes the defendant husband's claim that Brian should be, in fact, graduating this year, but instead is two years behind.

Yet it is willing -- the Court is willing to give him one more additional chance. I'm going to say, for the record, that it's not going to go on forever. But I am sympathetic that the boy should get himself squared away.

However, Brian and the plaintiff wife are required and it is part of this order that the defendant husband be informed of Brian's progress in school regularly.

This includes copies of grade reports, transcripts, anything relating to his performance in school, as well as information regarding financial aid that he may be receiving.

If these transcripts show that the boy is not maintaining an appropriate grade point level or performing adequately academically, the defendant husband will be free to renew the application and the Court will act accordingly.

It cannot go on indefinitely. The Court does not want to see Brian precluded from his education, but neither does it want to see the defendant husband taken advantage of.

I note, before you noted, that Morse vs. Needus is ordering, that Brian must keep the defendant husband fully informed of his progress at school.

The Court is modifying the defendant husband's support obligation to $300 per month. Orders for support can be reviewed upon a showing of changed circumstances. See Lepis, 83 New Jersey 139.

In the present situation, the husband has shown a prima fascia showing the circumstances have changed. Two of the three children have become emancipated. Furthermore, the plaintiff wife is earning a significant income as compared to the time the award was entered.

The Courts notes the plaintiff wife claims she is disabled and cannot work. However, the Court also notes that no documentation substantially was given which provided this Court with regard to her medical condition.

And no financial information was submitted until yesterday afternoon, which was well beyond the time, notwithstanding my affection for Mr. Ravaschiere. That's what happened. To the Court showing that she is in need of the current support obligation.

I note for the record as I have noted heretofore that Thursday afternoon was when it came in. And Mr.

Hoffman maintains, and I believe him, that he didn't even get a copy of that.

I am ordering that the defendant husband must continue his medical insurance for Brian, and his obligation for uncovered medical expenses shall remain the same. He no longer must cover the other boys, naturally.

With regard to life insurance, the defendant husband must continue to maintain the life insurance but can obtain a reduced amount, to approximately 25 percent of his present coverage.

Current earnings. The defendant husband's request for counsel fees to the Court is denied. The plaintiff wife's request to pay the medical expenses is denied without prejudice in that there's no documentation that I reviewed that substantiated that.

If there is a substantiation and there's further action to be taken, we'll do it. Ordered that the defendant husband provide proof of his new life insurance within 30 days. When is the 30 days over? The 30 days is over on April the 26th, giving the benefit of the break of the calendar, we give you to the end of the week.

The plaintiff's request that the defendant husband provide proof of medical insurance for Brian only is granted. He's to do that. And that will be done in 30 days, for the same 30 days that I just said ended, 30 days.

Thank you counsel. Have a good weekend. Enjoy. Good luck to all of you. You're welcome.

* * *

CERTIFICATION

I, THERESA GRIBBEN, Certified Agency Director/

Transcriber do hereby certify that the foregoing is prepared in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate transcript of the Decision in the matter of Dorsey vs. Dorsey heard by the Monmouth County Superior Court on March 22, 1996 and recorded on Tape No. FM-128-96, Index No. 1090 to 1478, of that Court.

1/29/96

"s/Theresa Gribben"
THERESA GRIBBEN #141

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY
CHANCERY DIVISION - FAMILY PART
DOCKET NO. FM-29539-81

CATHERINE P. DORSEY,	:	
	:	TRANSCRIPT
Plaintiff,	:	
	:	Of
-vs-	:	
	:	MOTION
LEHMAN BROS. HOLDINGS, INC., ETAL,	:	
Defendants.	:	

Held at:: Monmouth County Courthouse
Court Street
Freehold, New Jersey

Hear on: May 2, 1997

BEFORE

THE HONORABLE ROBERT FELDMAN, J.S.C.

TRANSCRIPT ORDERED BY:

CATHERINE P. DORSEY

APPEARANCES:

HUGO HARMATZ, ESQ.
Attorney For the Plaintiff

ROBERT WHITE, ESQ.,
(Noona, Lewis & Bockius)
Attorney For the Defendant

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Colloquy

THE COURT: Let us start with Dorsey vs Lehman Bros. That's a good way to start the morning. I may appoint Mr. DeFino as my standing master on this one. Counselors your appearances please.

MR. WHITE: I'm, I'll remain seated Judge. It's a whole new concept. Robert White, Noonan, Lewis & Bockius for defendants Lehman Bros., ETAL.

MR. HARMATZ: Hugo Harmatz on behalf on Mrs. Dorsey, Your Honor.

THE CLERK: Counselor, what is your name?

MR. HARMATZ: Hugo Harmatz, H A R M A T Z.

THE COURT: Mr. & Mrs. White were divorced --

MR. WHITE: Dorsey Your Honor.

THE COURT: Mr. and Mrs. Dorsey, pardon me. Let's start all over again. Good morning ladies and gentlemen.

Mr. and Mrs. Dorsey were divorced quite some time ago. Entered into some form of property settlement agreement, before my time. About a year or so ago, Mrs. Dorsey appeared before one of my brethren. Actually it's Mr. Dorsey who appeared on his motion for modification of the judgment of divorce, claiming amongst other things that of the three children, my understanding is that the agreement called for a monthly stipend which was an amalgamation of both alimony and child support. It was never split out between alimony and child support. At least that is what I am gleaning from the papers. Appears on a motion for modification and says two of our three children are emancipated.

Number three is a twenty two year old sophomore in college, in college number three or college number four, as the case may be. And Judge, don't you think it's about time you did something about my support order.

He also opines at that point that Mrs. Dorsey, at the time of the divorce was unemployed, and at the time of the application for modification was making 40 some odd thousand dollar a year. Sort of in passing he also says, and by the way my financial fortunes have also changed. I lost my job I got another job. And by the way, I just lost that job, too.

The Judge hearing the application does in fact modify the support obligation dramatically. I think cuts it down from $1,600 a month to about $300 a month, which is a rather dramatic modification. And puts his reasons on the record. The reasons include and are limited to, the emancipation of two of the kids, the father's obligation to continue making the college payments for the third son, and the wife's increase in employment from zero to 40X

thousand dollars a year. At no point does he state on the record that any of the reasons that he is utilizing deal with the loss of the husband's employment. Why are we here, one would ask?

Mrs. Dorsey, and I think quite rightfully so, says something is rotten in Denmark. This last job that he got he had a relatively short period of time. He then gets a letter of termination, saying that they are closing the office. And then somehow, the guy that sends that letter his supervisor, and he are back in business together, or at least so it appears, doing the same thing, or similar things. And it sort of gets somewhat complicated.

And so Mrs. Dorsey says, ah ha I am going to sue everybody, but primarily Lehman Bros., who is the top, top employer, I guess, and their subsidiary and anyone else that happened to be in the street that day. And her suit is, that somehow they conspired with her husband to perpetrate some sort of a fraud upon the Court, resulting I guess from her point of view, in the reduction of the support.

The problem with it is, as is pointed out by the defendant Lehman Bros., is that A) no harm, no foul. Even assuming arguendo that all of the above is true there are no damages that flow from it. And of course, they deny that any of it is true. And as to the other counts they say we can't be guilty of tortious interference or a variety of the nine counts in the complaint because we had no relationship with her. We didn't do anything. And even if we did do something, she hasn't been injured by it. Basically where you are coming from, right?

MR. WHITE: Yes sir.

THE COURT: Is he right?

MR. HARMATZ: Is he correct?

THE COURT: Yes, that's why we're here. If he's correct then all we have to do is sign an order.

MR. HARMATZ: Mrs. Dorsey does not believe so Your Honor.

THE COURT: Tell me what happened.

MR. HARMATZ: She feels that as stated in defense Exhibit C that information was provided to the Court stating that, as Your Honor has so stated, that Mr. Dorsey was, in fact, having difficulties with his employment, and that somehow was put on the table for the Court to see.

THE COURT: Except their letter I guess it was February 12th, if I remember the date, was never sent to Judge Gelzer. It was never submitted to the Court.

MR. HARMATZ: I was not the matrimonial --

THE COURT: I don't think either of you were.

MR. HARMATZ: What is of concern though is, and certainly this, it was not and it is new evidence which would certainly entitle Mrs. Dorsey to raise this litigation, if that some seven days later, after that termination letter, there is a secondary letter that says that John Dorsey, Mr. Dorsey and a supervisor --

THE COURT: Mr. Cunningham.

MR. H ARMATZ: Mr. Cunningham had elected to change the relationship, elected versus firing.

THE COURT: Isn't your right approach to say I want to go back to family court. I want a modification of what Judge Gelzer did. And if you need some discovery at that point as to what his income is now, to go make your modification application?

In other words, what I'm really asking you is, if in fact, Judge Gelzer did not rely on any of this stuff in making his decision, how can you say that your client has been prejudiced in any way by that information being given to the Court, assuming it was given to the Court?

MR. HARMATZ: She, in the within litigation she has pointed a finger at the company and the supervisor and has not brought action against her husband.

THE COURT: Yes, but what I'm saying is, what damages flow from what they did, assuming they did everything she says. They sent a phony termination letter. Make believe that is true.

MR. HARMATZ: Her damages flow outside of monetary values, as well. She is seeking medical attention based on –

THE COURT: Well, I'll tell you what, in a higher court, not here. Now you have a nine count complaint alleging all sorts of nefarious business activities and that's not a tort of emotional distress. This doesn't belong here. Her appropriate avenue, if she wants to follow anything, is to go make an application for modification back in the family court, and live happily ever after.

Okay. That being true, I have gone over this in detail, and quite frankly, I just don't see where any of the nine counts of the complaint have any merit whatsoever that would require us to go anywheres beyond where we are now.

I will say this for the record though, there is, something doesn't sit right on the underlying correspondence. I'm not quite sure I understand exactly what the relationship was or what it wasn't. And I sort of don't blame Mr.s Dorsey for being somewhat upset and somewhat suspicious as to what was going on. But I don't

think that that gives ruse to a cause of action in the Law Division. So I would respectfully suggest that if she wants to do anything, let her go back and get some money out of the family court if she can.

I understand they have a sale today, so, since some new judges are going over to the family part soon. They actually went today. For those of you who want to see Judge Kennedy from this point forward, that's where to go.

I will however, deny the application for sanctions as I indicted before. I don't blame Mrs. Dorsey for being somewhat concerned.

Let's see today is May 2nd. I was dating these orders February 12th, but I don't want to do that. So if you will just bear with me, I will give you a copy of these orders.

Mr. Harmatz, have you appeared in the family court before?

MR. HARMATZ: A few times Your Honor.

THE COURT: Oh, you'll love it. It's really a nice place. If you want a primer Mr. DeFino will be glad to meet you immediately after his case is called and, Mr. Defino can you teach Mr. Harmatz to whine.

MR. DEFINO: To whine?

THE COURT: I mean that's a, an absolute prerequisite, I mean, how can you appear in family court without whining? You wake up in the morning and you go, well Judge. Okay. Thank you gentlemen.

* * *

CERTIFICATION

I, THERESA GRIBBEN, Certified Agency Director/

Transcriber do hereby certify that the foregoing transcipt of the Motion in the matter of Catherine P. Dorsey vs. Lehman Bros. Holdings Inc., ETAL, heard by the Monmouth County Superior Court on May 2, 1997 and recorded on Tape No. CV137/97, Index No. 0032 to 0375, is prepared in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate compressed transcript of the proceedings as recorded.

"s/Theresa Gribben" 141
THERESA GRIBBEN AOC Number

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7/7/97
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